

AGREEMENT

between the

SOMERDALE BOARD OF EDUCATION

and the

SOMERDALE EDUCATION ASSOCIATION

FOR THE PERIOD OF

JULY 1, 2004 THROUGH JUNE 30, 2007

Revised: 10-01-04

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PREAMBLE

THIS AGREEMENT entered into effect the 1st day of July, 2004 by and between the BOARD OF EDUCATION OF THE BOROUGH OF SOMERDALE, IN THE COUNTY OF CAMDEN, New Jersey, hereinafter called the "Board" and the SOMERDALE EDUCATION ASSOCIATION, hereinafter called the "Association".

Whereas, the parties have negotiated and reached certain understandings which they desire to confirm in this Agreement, It is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

1:1 Pursuant to NJSA 34:13a-1 et. seq. the Somerdale Board of Education hereby recognizes the Somerdale Education Association, Inc., as the sole and exclusive representative for collective negotiation concerning terms and conditions of employment for all personnel under contract by the Board of Education as included herein, unless in a supervisory capacity.

- a. Teaching Staff
- b. Librarian
- c. Guidance Counselor
- d. Nurse
- e. Speech Therapist
- f. Learning Disability Teacher Consultant [LDTC]
- g. Custodian
- h. Assistant
- i. School Psychologist
- j. Social Worker
- k. Part-time unit member

but excluding:

- a. Superintendent
- b. School Business Administrator
- c. Board Secretary
- d. Principals
- e. Building and Grounds Supervisor
- f. Secretaries
- e. Substitute Teacher

1:2 Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE 2 - NEGOTIATING SUCCESSOR AGREEMENT

2:1 The parties agree to enter into collective negotiations in accordance with NJSA 34:13A-1 et seq. in a good faith effort to reach agreement concerning the terms and conditions of teachers' employment. Such

negotiations shall begin in accordance with PERC Rules in the calendar year preceding the calendar year in which the existing agreement expires. Any agreement negotiated shall apply to the unit defined, be ratified by the Association, be adopted by the Board, and be signed by the Association and the Board.

2:2 Upon reasonable request by the Association, the Board agrees to make known to the Association when and where the Association may inspect such documents, as the Board is required by law to release and make available to the public. It is understood by the parties that the budget annually adopted by the Board of Education, the Board minutes and any document required to be filed in report form with the Department of Education or any agency of the State of New Jersey shall fall within the definition of public records for the purpose of this Agreement.

2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

2:4 Pursuant to NJSA 34:13-1 et seq., the Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the term of this Agreement.

2:5 This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2:6 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

3:1 Informal disposition of grievance - The parties recognize that the informal disposition of problems is often preferable to formalized proceedings. Therefore, Unit Members are encouraged by the Association and the Board to attempt to achieve informal disposition of their grievance.

3:2 Definitions:

3:2.1 A grievance shall mean a complaint by an employee that there has been to him a personal loss, injury or inconvenience because there has been a violation, misinterpretation, misapplication or infringement upon the provisions of this Agreement, or that there has been a personal loss, injury or inconvenience because there has been a violation, misinterpretation or misapplication of established board policy, or as a result of an administrative decision pertaining to board policy or this Agreement.

3:2.2 As used in this Article, the term "employee" shall mean:

- a. An individual Unit Member
- b. A group of Unit Members having the same grievance.

3:3 Procedures:

3:3.1 Any employee who decides either alone or after seeking the assistance of the Association that he or she has a grievance, he or she shall discuss it with his immediate superior in an attempt to resolve the

matter informally at that level. To be considered under this grievance procedure, a grievance must be initiated at this informal level within twenty (20) school days of the event that gave rise to the grievance.

3:3.2 If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days of such discussion, he or she shall set forth his grievance in writing to the principal or if the grievance results from an action of a school official higher than the rank of principal, the grievant may set forth his grievance in writing to that official, specifying:

a. The nature of the grievance including the specific provisions of this Agreement alleged to have been violated.

b. The results of previous discussions.

c. That he/she is dissatisfied with decisions previously rendered.

d. The remedy sought.

The principal or such official shall give his decision to the employee in writing within five (5) school days of receipt of the written grievance.

3:3.3 The employee may within five (5) school days of receipt of the decision of the principal or other official appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and shall be in the form set out in Appendix C. The Superintendent shall give his decision in writing to the employee and the principal within ten (10) school days of receipt of the written grievance.

3:3.4 If the grievance is not resolved to the employee's satisfaction, he or she may appeal within ten (10) school days of receipt of the Superintendent's decision to the Board of Education. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, composed of not less than three (3) members shall hold a hearing with the employee within twenty (20) school days of receipt of the written grievance and render a decision in writing within ten (10) school days of the hearing.

3:3.5 In the event a grievance shall not have been settled under the Procedure above, and only if such grievance involve a claim or infringement upon the provisions of the Agreement, the aggrieved may proceed directly to arbitration, which shall be binding subject to the limitation of statute. However, no matter shall be considered a grievance subject to arbitration if it pertains to:

a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.

b. A complaint of a non-tenure employee which arises by reason of his or her not being re-employed.

c. A complaint by any certificated personnel occasioned by appointment to or lack of reappointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

3:3.6 Arbitration shall be initiated by certified letter from the grievant bearing the written approval to proceed, of the President of the Association, addressed to the Superintendent of Schools. Such letter shall be mailed within twenty (20) school days of receipt of the written decision of the Board. Such request can be honored only if the grievant(s) and the Association waive the right, if any, in writing of said grievant(s)

and the Association to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

3:3.7 The grievant, or the person designated by the grievant to represent him or her in the grievance and the Superintendent, or the person designated by the Board to represent it in the grievance shall promptly attempt to agree upon and engage an arbitrator, but if either party determines that no purpose will be served by the attempting or continuing to attempt to so agree, either may submit the choice of arbitrator to the American Arbitration Association.

3:3.8 The arbitrator shall hear and decide only one grievance in each case. He or she shall be bound by and must comply with all the terms of this Agreement. He or she shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties subject to the limitation of the statutes and this contract. Fees and expenses of the arbitration shall be borne equally by both parties.

3:4 General Provisions:

3:4.1 Any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the grievant.

3:4.2 Administration failures at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent or his designee and the grievant.

3:4.3 Copies of all written grievances, responses and notices shall be mailed to the Association. Meetings held under this procedure shall be conducted at a place which will afford a fair and reasonable opportunity for all proper persons to be present. Such persons are defined as the aggrieved, the appropriate Association and Board representatives and witnesses. Association and Board counsel shall be permitted at steps 3:3.4 and 3:3.5. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

3:4.4 Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration.

3:4.5 No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure by reason of such anticipation.

3:4.6 The "Association" and the "Board" agree that differences between the parties shall be settled by peaceful means as provided within this Agreement.

3:4.7 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3:4.8 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

ARTICLE 4 – UNIT MEMBER RIGHTS

4:1 Pursuant to NJSA 34:34A-1 et. seq., the Board hereby agrees that every employee of the Board included in the unit as set forth under ARTICLE I shall have the right freely to organize, join, and support the Association and its legal activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection.

4:2 Unless a just cause appears, no unit member shall be disciplined. The foregoing shall be subject to the grievance procedure set forth herein. Any such action by the Board or any agent or representative thereof shall not be made public until the Board takes formal action.

4:3 Whenever any Unit Member is required to appear before the Board or any committee or member thereof concerning any matter, which could adversely affect the continuation of that Unit Member in his office, position or employment or the salary, or any increments pertaining thereto and then he or she shall be given prior written notice of the reasons for such meeting or interview. At the request of the Unit Member, a representative of the Association shall be permitted to be present at such meeting or interview. Upon suspension of a Unit Member, the Board of Education shall place in escrow account the amount equal to the Unit Member's salary until the suspension and the reasons thereof have been adjudicated.

4:4 Upon notification of termination of employment of a nontenured unit member during the term of his contract or upon notification of nonrenewal of a nontenured unit member's contract, the nontenured unit member may request and shall receive a written statement of reasons for non-reemployment pursuant to NJSA 18A: 27-3.3. Within ten (10) calendar days of receipt of the Board's statement of reasons, the nontenured unit member may request in writing an informal appearance before the Board of Education in accordance with the provisions of NJAC 6:3-1.20.
See Appendix C.

ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES

5:1 The Board agrees to furnish to the Association a current roster of certified personnel (as of September 1), which shall include area of certification and degree held, one (1) copy of agendas and make available the minutes of all public Board meetings, one (1) copy of names and addresses of all unit members and to make available to the Associations such other public information that shall assist the Association in developing intelligent, accurate, informed, and construction programs on behalf of the unit members and their students.

5:2 The Association and its representatives shall have the use of school buildings at all reasonable hours for meetings. Permission of the school building principal or his designee shall be required. Such permission shall not be withheld unreasonably.

5:3 Whenever, by mutual consent of the parties, any member of the unit defined in ARTICLE 1 participates during working hours in negotiations, or grievance proceedings, he or she shall suffer no loss in pay.

5:4 The Association shall have the use of school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Prior approval of the appropriate administrator shall be obtained.

5:5 The Association shall have the use of the inter-school mail facilities and school mailboxes. However, prior approval of the appropriate administrator shall be obtained.

5:6 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Unit Members listed in Article I, and to no other similar organization.

5:7 The Association shall have the privilege of continuing to use a bulletin board with prior permission of the building administrator to post the materials; such permission shall not be unreasonably withheld.

5:8 The Association President shall be released one period per week to attend to association duties upon approval of the Superintendent.

ARTICLE 6 - SALARIES

6:1 The Salary of each Unit Member covered by this Agreement is set forth in the Salary Guides for each classification of Unit Member which are attached hereto and made a part hereof.

6:2 Upon 60-days notice in writing and the submission to the Superintendent of appropriate evidence of completion and acquisition of an advanced degree from an accredited school, employees shall be paid for said degree at the rate set forth in the salary schedule at the time of said degree was acquired. However, if less than the full contract year remains at the time of acquiring said degree, the unit member shall be paid on a pro-rata basis of the amount set forth in the salary guide. **EXAMPLE:** A unit member officially acquires his/her degree as of October 1st, nine (9) months remain in the contract year, therefore she/he will be paid 9/10 of the amount shown in the salary schedule for the advanced degree.

6:3 The Board agrees to deduct an individually established amount of each unit member's pay as authorized by individual unit members and transmit such monies monthly to the Camden County Teachers Federal Credit Union for deposit into the accounts of the individual unit members.

6:4 Each unit member may individually elect to have ten (10) percent of his monthly salary deducted from his pay. These funds shall be paid to the unit member on the first workday in July. Unit members must notify the Board, by authorization card, of their desire to have the ten (10%) percent deduction prior to September 1st of each school year. The decision of a unit member to have the ten (10%) percent deducted is final and cannot be changed during the school year.

6:5 Paychecks will be issued on a biweekly basis covering the period September 1, through June 30.

6:6 Tutoring rate shall increase to \$28 per hour for the School Year 2004 - 2005, \$29 per hour for the school year 2005-2006 and \$30 per hour for the school year 2006 - 2007.

6:7 The School Nurse shall be entitled to compensatory time for lost prep or lunchtime. If the School Nurse cannot use the compensatory time, it will be paid at his/her hourly rate.

6:8 Summer enrichment and Curriculum development rates shall increase to \$ 28 per hour for the school year 2004-2005, \$ 29 for the school year 2005-2006, and \$ 30 for the school year 2006-2007.

ARTICLE 7 – EMPLOYMENT PRACTICES

7:1 The Board agrees to hire only those teachers for whom it can obtain a valid teacher's certificate or certificate of eligibility issued by the New Jersey State Board of Examiners.

7:2 Each newly hired teacher shall be placed on a step on the salary schedule that reflects the initial salary negotiations between that individual teacher and the Board of Education upon the initial employment of that teacher. Guide placement shall be Step I for no previous experience. Guide placement for previous experience in a public school shall be limited to the first five steps of the guide. Placement above the fifth (5th) step shall be based on critical needs due to a statewide shortage as determined by the New Jersey Department of Education. Such initial placement shall control future movement on the salary guide. Teachers employed more than ninety (90) teaching days during any school year shall be given one-year credit toward an increment step on salary guide. Unit members not employed more than ninety (90) working days shall not receive credit toward the next increment step on salary guide.

7:2.1 Each newly hired non-certificated unit member with no previous experience shall be placed on Step I on the salary guide. Guide placement for previous experience in a public school shall be limited to the first three (3) steps on the guide. Such initial placement shall control future movement on the salary guide. Non-certificated members employed more than ninety (90) teaching days during the school year shall be awarded one year credit toward movement of one (1) increment step on the salary guide.

A. Teachers employed more than ninety (90) teaching days during the a school year shall be awarded one year credit toward movement of one (1) increment on the salary guide.

B. Assistants employed more than ninety (90) teaching days during the a school year shall be awarded one year credit toward movement of one (1) increment on the salary guide.

C. Custodians employed more than one hundred eighty (180) days during the a school year shall be awarded one year credit toward movement of one (1) increment on the salary guide.

7:3 Individual employment contracts shall comply with the provisions of this Agreement.

7:4 Previously accumulated unused sick leave days accumulated within the Somerdale School District shall be restored to all re-employed teachers.

7:5 Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th.

7:6 There shall be no reduction in force (layoff) except in accordance with the provisions of Article 3, Chapter 28 of NJSA 18A which will be applied to all teachers except nontenured teachers. If a reduction in force is being considered, the Administration shall notify and consult with the Association as soon as practicable but not less than sixty (60) days before final Board action is to occur.

ARTICLE 8 – WORK DAY

8:1.0 The workday for unit members shall consist of four hundred twenty five (425) minutes.

Teachers without an assigned homeroom will utilize the extended homeroom period as preparation time. They will not be assigned duties during homeroom period. The length of time for the homeroom period shall be determined and set by the Superintendent of Schools. The total length of time for the extended homeroom period may be up to, but not exceed, ten minutes per day.

8:1.1 The aforesaid four hundred and twenty five (425) minutes shall include eight (8) periods of forty-seven minutes each.

8:1.2 The workday for the Assistants shall be 7 hours and 25 minutes. When requested by the Superintendent Assistants will be paid additional for each fifteen (15) minute increment worked.

8:1.3 A regular shift for custodians shall consist of 8 hours. The starting times for a day shift or a night shift shall be at the sole discretion of the Business Administrator and/or his designee and shifts will be established for each custodian at least thirty (30) days in advance except for an emergency.

The shifts for the Custodians that can be assigned by the Business Administrator except in an emergency are as follows:

- A. Monday thru Friday 7:00 AM to 3:00 PM
- B. Monday thru Friday 3:00 PM to 11:00 PM
- C. Tuesday thru Saturday 7:00 AM to 3:00 PM
- D. Tuesday thru Saturday 3:00 PM to 11:00 PM

8:1.4 For newly hired custodians the Business Administrator and/or his/her designee shall be able to establish new schedules as determined in the sole discretion of the Business Administrator provided that the newly hired custodian(s) is provided an advance notice of at least fifteen (15) days is given. Except for emergency, the Business Administrator and/or his/her designee shall establish alternate schedules for newly hired custodians provided an advance notice of at least fifteen (15) days is given.

8:2.1 Each teacher shall have a daily duty-free lunch of forty-seven (47) minutes except in any emergency or an abbreviated day.

8:2.2 Each Assistant shall have a daily duty-free lunch of forty-seven (47) minutes except in any emergency or an abbreviated day.

8:2.3 The Custodian workweek shall be forty (40) hours and consist of five (5) eight (8) hour workdays. Each workday shall contain a one (1) forty seven (47) minute lunch and one (1) fifteen (15) minute break. Time and a half (1 ½) shall apply to all hours worked over forty (40) hours in a week. Custodians who work on holidays only shall be compensated at double time.

8:3 Unit members and assistants may leave the building without requesting permission during their scheduled duty-free lunch period. However, upon leaving and returning, unit members shall indicate absence or presence for duty by notifying the main office promptly.

8:4 The Superintendent shall be able to have twelve (12) Faculty meeting per school year. Of those twelve (12) meetings, ten (10) shall be scheduled on the first Wednesday of each month, however, if the first Wednesday is a holiday, or precedes a Thursday holiday, the meeting shall be held on the second Wednesday. The two (2) additional meetings shall be scheduled on Wednesdays with two (2) weeks advance notice. Faculty meetings should not exceed one hour beyond the normal school day. Any meeting planned to extend beyond one and one-half hours shall be considered a workshop, thereby warranting a one o'clock dismissal. Meetings of an emergency nature may be called any time.

8:5 Where specialists in areas of music, physical education, library, art, and guidance assume responsibility for the classroom, the regular classroom teacher shall be given a preparation period not to exceed the time the specialist maintains responsibility for the classroom. When the health education unit member assumes responsibility for the classroom, the regular classroom teacher shall be given a preparation period not to exceed the time the specialist maintains responsibility for the classroom.

8:6 Two hundred thirty five (235) minutes of preparation time per normal workweek shall consist of five (5) forty-seven minute periods per week. The Board does not guarantee a daily preparation period.

ARTICLE 9 - WORK YEAR

9:1 The Association will submit to the Superintendent prior to February 1 of each year its recommendation with respect to the school calendar for the ensuing year. The Board, in determining the school calendar will consider any recommendation for the official school calendar requested by the Association, prior to its adoption of the official school calendar.

9:2 The in-school work year for teachers shall not exceed one hundred eighty eight (188) days, exclusive of days on which schools are closed for the NJEA Convention. Said convention days will no longer be considered as part of the school calendar; therefore, teachers will not be required to account for their time during NJEA Convention days.

9:2.1 The in-school work year for Assistants shall not exceed one hundred eighty eight (188) days, exclusive of days that are closed for the NJEA Convention. Assistants at their option may attend workshops.

9:2.2 The work year for the Custodians shall be from July 1 to June 30.

9:3 On the first student day of each school year unit members shall work a full day, but shall not be responsible for direct supervision or instruction of students after the early dismissal time for students. During the last two (2) days of the school year unit members shall work a normal school day unless dismissed early by the Administration but shall not be responsible for direct supervision or instruction of students after the early dismissal time for students.

9:4 Back to School Night and a two (2) hour evening session conference shall be mandatory for all Unit Members. Assistants shall be compensated if they are required to attend Back-to-School-Night.

9.5 The holiday schedule for twelve (12) month employees shall be as follows:

- A. Fourth of July
- B. Labor Day
- C. Columbus Day
- D. Thanksgiving Day
- E. Day immediately following Thanksgiving Day
- F. Christmas Eve
- G. Christmas Day
- H. New Year's Day
- I. Dr. Martin Luther King, Jr. Day
- J. President's Day
- K. Good Friday

- L. Memorial Day
- M. Easter Monday
- N. Veteran's Day, but only if the school district is closed for this particular holiday.

In the event that Christmas Eve and/or Christmas Day fall on a Saturday and/or Sunday, the Custodians shall have off either the day before or the day after each holiday at the sole discretion of the Board. The Board will consult with the affected Unit Members prior to making a decision.

9:6 Vacation for all twelve month Unit Members shall be provide as specified in Policy 4250 a copy of which shall be attached here to as an appendix.

9.7 All twelve (12) month Unit Members shall be compensated at their regular rate of pay for each day of accrued unused vacation time.

ARTICLE 10 - CLASS SIZE

10:1 As part of its continuing effort to provide an adequate educational environment for each child enrolled in the Somerdale Public Schools, the Board of Education believes that adequate class size is essential.

ARTICLE 11 - NON-TEACHING DUTIES

11:1 The Board and the Association acknowledge that a unit member's primary responsibility is to teach and his/her energies should, to the extent possible, be utilized to this end.

11:2 Unit members shall not be required to drive students. A unit member may do so voluntarily with the advance approval in writing of his/her principal or immediate supervisor. Unit members authorized to use their vehicles on school business shall be compensated at the rate as set forth by the United States Department of Treasury – Internal Revenue Service from year to year.

11:3 Unit members assigned to committees organized pursuant to the requirements of Core Curriculum Standards shall be provided with scheduled released time for committee meetings if the committees are scheduled by the Administration to meet during the school day. All meetings pertaining to Core Curriculum beyond the school day shall be on a voluntary basis.

ARTICLE 12 - TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

12:1 No later than April 30 of each school year, the Superintendent shall make available to the Association President and post in all school building a list of all the known unfilled positions which he or she expects to fill prior to the opening of school in September. Revisions of the aforementioned list shall be made as of May 30 and June 15. During July, the revised list will not be posted in the school building. However, it shall be forwarded to the Association President at his/her summer address as filed with the Board.

12:2 Unit members who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent no later than May 1. Such statement shall include the grade and/or subject to which the unit member desires to be assigned, in order of preference. Seniority, the

individual's qualifications and system-wide balance of experience and inexperience, shall be considered. The final decision pertaining to assignments rests with the Superintendent. Upon reaching his/her decision, the Superintendent shall notify the employees involved.

12:3 As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post in school and make available to the Association Chairman a system-wide roster showing the names and tentative assignments of all personnel. In the event of a change of assignment, after the posting of the list, the Board shall notify the unit member of the change of assignment prior to effectuating the reassignment. In the event of a change of assignment and upon the request of the unit member, a consultation with the Superintendent or his or her designee will be held.

12:4 In order to assure that pupils are taught by teachers working within their areas of certification, teachers will not generally be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

12:5 Notice of all open positions covered under by this Agreement shall be posted in the school and sent to the Association President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the positions shall do so in the manner prescribed in the notice within five (5) days after the date of the notice. No permanent appointment to a position posted shall be made until ten (10) days after the posting notice has been issued. All applicants shall receive written notification from the Board that their applications are being considered.

ARTICLE 13 – UNIT MEMBER EVALUATION

13.1 Observation of the work performance of all Unit Members will be conducted openly. Formal observation sessions shall be with the full knowledge of the Unit Member. All other observations of the Unit Member's work performance that are to be made part of his/her file will be made known to the Unit Member.

13:2 Unit Members shall be given a copy of any evaluation report prepared by his or her evaluators before or during any conference held to discuss it. If the Unit Member is dissatisfied with his evaluation conferences, he or she may request additional conference time prior to the evaluation being placed in his or her file. No such report shall be submitted to the central office, placed in a Unit Member's file or otherwise acted upon without a prior conference with the Unit Member. The Unit Member shall sign such report. Such signature shall indicate only that the report has been read by the Unit Member; and in no way indicates agreement with the contents thereof.

13:3 Those complaints regarding a Unit Member made to any member of the administration by any parent, student, or other person, which may be used in any manner against said Unit Member shall not be placed in a Unit Member's file or otherwise acted upon without a prior conference with the Unit Member, and the Unit Member shall have the opportunity to review and/or rebut those complaints, which as a result of the investigation, shall become part of his or her file. The Unit Member shall acknowledge that he or she has had the opportunity to review such complaint by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Unit Member shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

13:4 All documents shall be filed, signature notwithstanding, and such action shall be so indicated by the supervisor. The Association shall be informed if any employee described in the unit in Article 1 refuses to sign derogatory or evaluation material that is being placed in his or her file.

13:5 Each Unit Member shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in his personnel file with reference to evaluation of his performance in such school district. No document to which an individual has not been given access shall be utilized against the individual.

13:6 In the event that the Board removes from the Unit Member's file, material that it deems to be confidential, a dated notation shall be placed in the file stating what materials have been removed.

13:7 Upon 24 hours notice, each unit member shall have the right to review and reproduce material in his or her personnel file to which he or she is entitled.

13:8 The Unit Member shall have the right to answer any material filed and the Superintendent shall review his answer, and the answer shall be attached to the file copy.

13:9 Reproductions of such material may be made by hand, or copy machine if available.

ARTICLE 14 - SICK LEAVE

14:1 All ten-month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty at that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

14:1.2 All twelve-month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty at that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

14:2 Unit Members shall be given a written accounting of accumulated sick leave days no later than October 15th of each school year.

14:3 Any unused personal days with pay shall be accumulated toward the Unit Members' sick leave the following year.

ARTICLE 15 - INTENDED LEAVES OF ABSENCE

15:1 Military leave without pay shall be granted to any unit member who is inducted or enlists in any branch of the Armed Forces of the United States for the initial period of such service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge.

15:2 A Unit Member shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Accumulated sick leave time shall be available to said Unit Member who suffers disability on account of pregnancy, on the same terms as it is available for all types of disability. The same type of physician's certificate may be required under N.J.S.A. 18A: 30-4 for pregnancy as for other disabilities.

A Unit Member returning from a leave of absence due to pregnancy or birth shall be entitled to all benefits to which Unit members returning from other types of sick or disability leave would be entitled. No Unit Member shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between the birth and her desired date of return.

15:2.1 All regularly appointed unit members are requested to notify the Superintendent of their pregnancy as soon as it is medically confirmed and not later than five (5) months prior to the expected birth. Accumulated sick leave shall be available to said Unit Members who suffer disability on account of Unit Member's pregnancy twenty (20) days before the projected due date and twenty (20) days after delivery, based on official notification by the employee. Accumulated sick leave shall be available to said Unit Members who suffer disability on account of Unit Member's pregnancy on the same terms, as it is available for all types of disability. The same type of physician's certificate may be requested under NJSA 18:30-4 for pregnancy as for other disabilities.

15:2.2 A Unit Member covered by this Agreement and returning from a leave of absence caused by pregnancy or birth shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. No Unit Member, covered by this Agreement, shall be barred from returning to work after the birth of a child solely on the ground that there has not been a stated or prescribed lapse of time between birth and the desired date of return.

15:2.2 The Board shall not remove any unit member from her duties during pregnancy, except on any one of the following basis:

a) Performance: Her unit member performance has substantially declined from the time immediately prior to her pregnancy.

b) Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:

(I) The pregnant unit member fails to produce a certification from her physician that she is medically able to continue teaching, or

(ii) The Board of Education's physician and the unit member's physician agree that she cannot continue teaching, or

(iii) Following a difference of medical opinion between the Board's physician and the unit member's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the unit member and the Board, shall be appointed to examine the unit member and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The unit member and the Board shall share the expense of any examination by an impartial third physician under this paragraph equally.

c) Just Cause: Any other "just cause" as defined in NJSA Title 18A.

15:2.3 The Board shall grant child rearing leaves of absence without pay to pregnant unit members under the following terms and conditions:

a) Any unit member may return to work within the school year in which the leave begins, provided he or she shall have requested to do so in the application for a leave of absence and shall have specified the return month and provided that the Board has agreed to the return date. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenure unit member or non-certified unit member granted a leave of absence with a return date during

the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if she makes application at least three weeks prior to the commencement date of her leave of absence and subject to the provisions of paragraph 3(d) of this Article.

b) The Board shall not be required to extend the leave of nontenure unit members beyond the school year for which they were hired. Nontenure unit members wishing to return for the following school year shall be considered by the Board for reemployment for the following year.

c) Any tenured unit member or non-certified employee may return to work subsequent to the school year in which her leave begins, provided he or she shall have requested to do so in the application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two school years following the school year in which the leave commences, provided such employee has given the Board written notice of their intention to do so not less than six (6) months prior to the beginning of the school year in which he or she wishes to return.

15:2.4 Except as otherwise provided in this Article, no unit member shall be barred from returning to work after the birth of their child by any prescribed waiting period between the date of birth and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of return or at the time of giving the required notice of intention to return, a certificate from her physician stating that she is physically capable of resuming her full duties.

15:2.5 Any unit member granted leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year) provided he or she has completed **more than** ninety (90) days of service to the district in the year in which the leave commences.

15:2.6 Any unit member adopting any infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

15:3 The Board for good reason may grant other leaves of absence without pay.

15:4 Upon return from leave granted pursuant to Section 15:1 of this Article, a unit member shall be considered as if she/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he or she would have achieved if she/he had not been absent. A unit member shall not receive increment credit for time spent on a leave granted pursuant to Sections 15:2 through 15:5 of this Article.

15:5 All benefits to which a unit member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits shall be restored upon their return.

15:6 All extensions or renewals of leaves shall be applied for in writing and be granted in writing.

ARTICLE 16 - TEMPORARY LEAVE OF ABSENCE

16:1 Personal Leave of Absence with Pay: Certificated Employees may ask to be absent from school four (4) days per year for personal reasons. Assistants and Custodians may ask to be absent from school three (3) days per year for personal reasons.

a) Unused personal leave of absence days with pay shall be added to the sick leave of the employee the following year.

b) This leave must be approved by the Superintendent at least five school days in advance, except in emergencies.

c) In the case of a disagreement between unit member and Administrator regarding approval, the

unit member may be excused for this day, but the Board will determine if salary is to be paid for the absence. Such a disagreement shall be subject to the Grievance Procedure set forth in Article 3.

d) Approved personal reasons: (1) to appear in Court; (2) to settle a house; (3) to settle a will; (4) to hospitalize a member of the immediate family (husband, wife, children, or relative living in the same household); (5) to conduct personal business that cannot be completed at any other time; (6) religious holidays.

e) Subject to appropriate notification as set forth above, an employee may take personal leave for three (3) days allowed herein without being required to stipulate the reason for taking such leave except that she/he is taking it under this section. After the third (3rd) day a reason is needed.

f) Personal days will be for full school days only.

16:2 Leave of Absence: In addition to sick leave, absence without salary deduction shall be allowed in the amount specified for each of the following cases, provided, however, that the total number of days so used does not exceed five (5) in any one school year:

a) Absence for not more than five days due to death in the family of the employee. Family is defined as father, mother, son, daughter, sister, brother, wife, husband, father or mother of wife or husband, or any relative living in the same household as that of the unit member.

b) Absence of one day to attend the funeral of a relative other than the immediate family of the employee, not to exceed two such absences in the contract year.

c) The above leaves are not cumulative from year to year.

d) An exception to the five-day per year requirement set forth in 16:2(a) above shall be made in the event of an additional death of one of the following in the same year: father, mother, children, or spouse. In such event, up to five (5) additional days shall be allowed in each instance.

16:3 It is understood by the parties that personal leave time is not to be utilized to extend vacation or holiday periods. Personal leave, as referred to in this Article, will not be granted the day immediately prior to or immediately following a holiday or vacation period, except in an emergency. The Superintendent shall have the sole discretion to approve or disapprove leave prohibited by this paragraph.

ARTICLE 17 - ASSOCIATION PAYROLL DUES DEDUCTION

17:1 The Board agrees to deduct from the salaries of its unit members dues for the Somerdale Education Association, the Camden County Council of Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said unit members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Somerdale Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

17:2 Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association that shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

17:3 Employees shall complete and submit to the Board Secretary Appendix B if they elect to have dues deducted pursuant to this Article.

17:4 If an employee who is covered by the recognition clause does not become a member of the Association that is covered by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee shall be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own. Fees to be paid by non-members will be equal to the maximum allowed by law.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be changed to the maximum allowed, said change to become effective as of the earliest effective date set by law.

ARTICLE 18 - INSURANCE PROTECTION

18:1 Effective July 1, 2001, new hires that become Unit Members shall receive at the expense of the Board single only coverage on the basic health plan for the first year of employment.

18:1.1 In the second year of employment said new hires who become Unit Members as of July 1, 2001 shall receive at the expense of the Board up to fifty percent (50%) percent of the cost full family coverage on the basic health plan for the second year of employment.

18:1.2 In the third year of employment and thereafter said new hires who become Unit Members as of July 1, 2001 shall receive at the expense of the Board full family coverage on the basic health plan.

18:1.3 Effective July 1, 2002, new hires that become Teacher Unit Members shall receive at the expense of the Board up to fifty percent (50%) percent of the cost full family coverage on the basic health plan for the first year of employment.

18:1.4 In the second year of employment and thereafter said new hires who become Unit Members as of July 1, 2002 shall receive at the expense of the Board up to full family coverage on the basic health plan.

18:1.5 Effective July 1, 2003, and thereafter said new hires that becomes Unit Members shall be eligible to receive at the expense of the Board up to full family coverage for the basic health plan.

18:1.6 During the first 3-year period, an employee may at his/her expense pay for greater coverage.

18:1.7 Any employee opting out of the health insurance program shall be entitled to 30% of the insurance cost. The Board shall adopt Section 125 of the IRS code. Employees have the option on a year-to-year basis.

18:2 Effective October 1, 2004, the Board of Education shall appropriate monies annually for the purpose of funding the Board's obligation for a prescription drug insurance plan at one hundred percent (100%) coverage for all unit members, which includes full family coverage. This program shall include a co-pay for all unit members according to the following:

Any onlist prescriptions: \$ 15 for brand name prescriptions.

5 for generic prescriptions
15 for mail order prescriptions that pertains to a three (3) month supply.

Any offlist prescriptions: \$ 30 for brand name prescriptions.

30 for generic prescriptions
30 for mail order prescriptions that pertain to a three (3) month supply.

On-list prescriptions shall be expanded to include additional medications that are not currently on the list.

18:3 The Board will provide, at their expense, an Employee Assistance Program.

18.4 Effective July 1, 2005 the Board will provide full dental coverage, which includes full family coverage to Unit Members at the Board's expense.

18.5 A Family vision plan rider at the Board's discretion will be provided by the Board at a cost not to exceed for each Unit Member of thirty seven dollars (\$37) per family.

18.6 During the "open enrollment" period, unit members may take changes in their basic health or "opt out" of the health insurance program. The Board of Education shall notify unit members of an open enrollment period thirty (30) days in advance or in ten (10) working days of notification from the health carrier.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

19:1 The Somerdale Board of Education will pay tuition costs for courses taken by unit members to improve their professional skills, not to exceed six credits per fiscal year. Reimbursement will be at the rate charges, but not to exceed state college tuition rates.

This benefit does not apply to courses required to maintain or obtain initial certification, and shall be limited to courses within the unit members assignment.

ADMINISTRATIVE RULES:

A. Written approval of the Superintendent of Schools must be obtained prior to registration for an incentive course.

B. Courses must be taken at an accredited college or university.

C. The request to the Superintendent must include a catalog copy of the course description and summary.

D. Requests for tuition reimbursement must be accompanied by an official transcript of grades earned and a receipted copy showing proof of payment of the tuition.

E. Poor or unsatisfactory scholarship will disqualify the teacher from reimbursement.

F. Accepted grades shall be A, B, C, 1, 2, 3, Satisfactory or Pass.

G. The fiscal year shall be defined as 1 July through 30 June of the following calendar year.

H. Requests for reimbursement must be accompanied by an official transcript and must be submitted to the Office of the Board Secretary no later than 90 calendar days following the completion of the course for which reimbursement is sought.

19:2 Unit members shall be allowed up to two (2) professional days per year for the purpose of visiting other schools, attending workshops, conferences and programs related to professional development and educational improvement, subject to the approval of the Superintendent. At least two (2) school days prior notification will normally be required.

19:3 The Board shall reimburse tuition for non-certified instructional assistants for up to \$ 800 (Eight Hundred) per year, based upon the Community College Tuition Rate, with a limit of six (6) credits per year.

ARTICLE 20 - SUMMER SCHOOL

20:1 In the event of a summer school, positions will be posted adequately in advance and the Association will be contacted in order that negotiations may proceed as to salaries. Posting to be made within three (3) days of the filing of the application by the Board for the summer school.

ARTICLE 21 - GENERAL PROVISIONS

21:1 This Agreement shall be construed as though it were board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as though they were Board policy.

21:2 Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

21:3 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

21:4 Copies of this Agreement shall be reproduced at the expense of the Board after agreement between the parties on format.

ARTICLE 22 - SABBATICAL LEAVES

22:1 The Board shall grant one sabbatical leave per year to a teacher under the following conditions:

A. Only one such leave per year shall be granted.

If the leave is for approved study within the teacher's area of employment in the district,

B. If Leave is for approved study within the teacher's area of employment in the district, compensation during said leave shall be at the rate of fifty percent (50%) towards the cost of the teacher's regular insurance coverage as provided by the district.

C. If the leave is for other study or travel, the leave shall be unpaid.

D. A teacher must be employed for thirteen (13) years in the district in order to be eligible and qualify for sabbatical leave.

E. Prior to the state of a paid leave, the individual will sign a promissory note for all salary and cost of insurance coverage provided by the district. The promissory note will provide by its terms that it is null and void if the individual returns to and works in the district for five (5) years upon conclusion of the leave. No promissory note will be required if the leave is unpaid.

F. No tuition payments shall be made to an individual on sabbatical leave.

ARTICLE 23 - BOARD'S RIGHTS

23:1 The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey.

23:2 Nothing contained herein shall be considered to deny or restrict the Board of its right, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 24 - FACILITIES

24:1 Each school shall have the following facilities:

A. air conditioners for the faculty room will be provided and maintained.

B. a refrigerator will be provided and maintained in the faculty room.

C. a pay telephone shall be provided.

ARTICLE 25 – REIMBURSEMENT UPON RETIREMENT FOR UNUSED ACCUMULATED SICK DAYS

25:1 The Board shall reimburse Unit Members retiring in accordance with the rules and regulations of the Teachers Pension and Annuity Fund and/or Public Employ Relations Commission Rules, for each unused, accumulated sick day that the retiring unit Member has remaining unused as of the effective date of their retirement. Should the unit member retire before the last month in the school year (June), the retiring unit member will have his/her sick days reduced one day for each month the unit member is retired before the end of the school year. This is for sick leave usage and/or payment for accumulated sick leave upon retirement.

25:2 Application for the above reimbursement shall be made by the retiring unit member on or before the last day of January of the school year preceding the school in which the effective retirement date occurs. Late application may postpone the reimbursement for an additional school year.

25:3 Application for this benefit shall not be deemed to be notice of retirement.

25:4 Each eligible Unit Member who is certificated shall be paid at the rate of sixty-five dollars (\$65.00) per day of sick leave accumulated by said certified Member if retiring from the employment from the Board during the 2004 – 2005 school year and seventy dollars (\$70.00) per day if retiring during the 2005-2006 school year, and seventy-five dollars (\$ 75) per day if retiring during the 2006-2007 school year.

25:4.1 Each eligible Unit Member who is not certificated shall be paid at a rate of forty dollars (\$40.00) per day of sick leave accumulated by said non-certificated Unit Member if retiring from the employment of the Board during the 2004 – 2005 school year, forty-five dollars (\$45.00) per day if retiring during the 2005-2006 school year, and fifty dollars (\$ 50) per day if retiring during the 2006-2007 school year.

25.4.2 Unit Members hired by the Board after July 1, 2001 shall have to accumulate at least fifty (50) sick leave days to be eligible for the payments set forth in paragraphs 25:4 and 25:4.1

25:5 This benefit shall be payable to deceased employee's estate.

ARTICLE 26 – LONGEVITY

26.0 Longevity shall be payable to Certificated Unit members as set forth herein below:

10 years to 14 years of employment by the Board \$750
15 years to 19 years of employment by the Board \$ 1,000
20 years to 24 years of employment by the Board \$1,250
Over 25 years of employment by the Board \$1,750

Not to be cumulative but to be consecutive.

26.1 Longevity shall be payable to Non-certificated Unit Members during the three years of this contract as set forth here below: after the completion of ten (10) years of service, Non-Certificated Unit Members will receive fifty percent (50%) of the amount awarded to Certificated Unit Members.

ARTICLE 27 – DURATION OF AGREEMENT

27:1 This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007, subject to the Association’s rights to negotiate over a successor Agreement as set forth in Article 2.

27:2 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The parties to the Agreement shall mutually agree upon any extension in writing, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

27:3 IN WITNESS WHEREOF, the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed heron and the Association has caused this Agreement to be signed by its President and secretary.

Board of Education for the Borough of Somerdale

BY: President

ATTEST:

Secretary

Somerdale Education Association

BY: President

ATTEST:

Secretary

APPENDIX A-4

EXTRA CURRICULAR COMPENSATION

POSITION 2004/2005 2005/2006 2006/2007

BASKETBALL	1,650	1,700	1,750
AFTER SCHOOL SPORTS		1,350	1,400 1,450
YEAR BOOK	1,350	1,400	1,450
STUDENT COUNCIL ADVISOR		1,350	1,400 1,450
BASEBALL/SOFTBALL		1,350	1,400 1,450
SOCCER	1,350	1,400	1,450
CHEERLEADER ADVISOR		1,350	1,400 1,450
NATIONAL HONOR SOCIETY ADVISOR	1,350	1,400	1,450

In addition, a unit member covered under this Agreement shall be eligible upon assignment by the Superintendent to be an advisor for a "Club" established by the Board. Upon said unit member being assigned as set forth above, said unit member shall receive a stipend in the amount of thirty dollars (\$30) per Club session monitored by said unit member to a maximum of nine hundred dollars (\$900) per school year.

TRANSLATION SERVICE

A Stipend of \$ 2,855 with no percentage increase will be awarded to a unit member who is certified to perform translation services. The Board of Education has agreed to pay for the certification requirements for a unit member who has elected to pursue eligibility to perform this service.

ONE ON ONE AIDES

A Stipend of \$ 2,855 with no percentage increase will be awarded to a unit member who is a One-on-One aide.

AFTER SCHOOL DETENTION

The Board of Education will pay \$ 6.55 per hour plus the percentage increase amounting to the following amounts:

2004/2005:	\$ 6.81
2005/2006:	6.83
2006/2007	6.84

SALARY INCREASES FOR THE DURATION OF THIS YEAR CONTRACT

2004/2005:	FOUR POINT ZERO PERCENT (4.0%)
2005/2006:	FOUR POINT TWO PERCENT (4.2%)
2006/2007	FOUR POINT FOUR PERCENT (4.4%)

APPENDIX B – AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Social Security Number _____

School Building _____ District _____

To: Disbursing Officer, Somerdale Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing office will discontinue such deductions only if I file such notice of withdrawal as of the January 1, next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with his authorization and relieve the governing board and all of its officers from any liability therefore.

I designate the Somerdale Board of Education to receive dues and distribute recording to the organization(s) indicated:

Somerdale Education Association, Inc. _____

Camden County Education Association _____

New Jersey Education Association _____

National Education Association _____

Signature

APPENDIX C – GRIEVANCE REPORT

Grievance # _____ Somerdale School District Distribution of Form

GRIEVANCE REPORT 1. Superintendent

2. Principal

3. Association

4. Teacher

Submit to Principal or Immediate Superior

In Duplicate

Building

Assignment

Name of Grievant

Date Filed

STEP 1

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance _____

2. Relief Sought _____

If additional space is needed in reporting Section B1 and 2, attach an additional sheet.

C. Disposition by Principal or Immediate Superior _____

Signature of Principal Date
or Immediate Superior

D. Position of Grievant and/or Association _____

Signature of Principal Date

STEP 2

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP 3

A. Date Submitted to Arbitration _____ B.

Recommendation of Arbitrator _____

Signature of

Date

Arbitrator

Note:

All provisions of ARTICLE 3 of the Agreement dated _____, 2004 SHALL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCE

APPENDIX D – NON TENURE/NON RENEWAL

AUTHORITY: 18A:27-3.1, 18A:27-32, 18A:27-3.3, 18A:27-10, 18A:27-11 & 18A:27-12.18A:27-3.1 - Non-tenure teaching staff; observation and evaluation; conference; purpose. Every board of education in this state shall cause each non tenure teaching staff member employed by it to be observed and evaluated in the performance of his duties at least three times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year. Each evaluation shall be followed by a conference between that teaching staff member and his or her superior or superiors. The purpose of this procedure is to recommend as to reemployment identify any deficiencies, extend assistance for their correction L.1975, c.132 gl.

18A:27-3,2 - Teaching staff member; notice of termination; statement of reasons; request; written answer. Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within fifteen (15) days thereafter, request in writing a statement of the reasons for such non employment which shall be given to the teaching staff member in writing within thirty (30) days after the receipt of such request. L.1975, c.132 gl.

18A:27-3.3 Rules

The provisions of this act shall be carried out pursuant to rules established by the State Board of Education. L.1975 c,132gl

18AL27-10 Non tenure teaching staff member; offer of employment for next succeeding year or notice of termination before May 15, on or before May 15 of each year, every board of education in this State shall give to each non tenure teaching staff member continuously employed by it since the preceding September 30 either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or

b. A written notice that such employment will not be offered. L1971, c. 436gl, eff. September 1, 1972.

18A:27-11 Failure to give timely notice of termination as offer of employment for next succeeding year. Should any board of education fail to give to any non tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not e offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education.

L.1971, c.436 s 2, off. Sept. 1, 1972.

18A:27-12 - Notice of acceptance: deadline

If the teaching staff member desires to accept such employment he or she shall notify the board of education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

L. 1971, c. 436, s 3, eff. Sept. 1, 1972.

Custodian Salary Guide

04-05

STEP

05-06

STEP

06-07

STEP

1 22,512

1 24,406

1 25,390

2 22,712

2 24,606

2 25,590

3 24,160

3 24,806

3 25,790

4 24,634

4 25,293

4 25,990

5 25,620

5 26,305

5 27,030

6 26,579

6 27,289

6 28,041

Certificated Staff

YEAR 1
2004-05 Somerdale

Salary Guide

Step

BA

BA+15

BA+30

MA

MA+15

MA+30

MA+45

DOC

1

39,785

40,348

40,911

42,038

42,601

43,165

44,291

45,418

2

39,985

40,548

41,111

42,238

42,801

43,365
44,491
45,618
3

40,292
40,855
41,419
42,545
43,109
43,672
44,799
45,926
4

40,599
41,163
41,726
42,853
43,416
43,979
45,106
46,233
5

40,922
41,485
42,049
43,175
43,739
44,302
45,429
46,555
6

41,245
41,809
42,372
43,499
44,062
44,626
45,752
46,879
7

41,849
42,412
42,976
44,102
44,666
45,229
46,356
47,482
8

42,457
43,021
43,584
44,711
45,274
45,837
46,964
48,091

9

43,049
43,613
44,176
45,303
45,866
46,429
47,556
48,683
10

43,825
44,388
44,951
46,078
46,642
47,205
48,332
49,458
11

44,649
45,213
45,776
46,903
47,466
48,029
49,156
50,283
12

46,158
46,721
47,285
48,411
48,975
49,538
50,665
51,792
13

48,065
48,629
49,192
50,319
50,882
51,445
52,572
53,699
14

50,053
50,617
51,180
52,307
52,870
53,434
54,560
55,687
15

51,772

52,336
52,899
54,026
54,589
55,152
56,279
57,406
16

53,571
54,134
54,698
55,824
56,388
56,951
58,078
59,205
17

55,315
55,879
56,442
57,569
58,132
58,695
59,822
60,949
18

58,003
58,566
59,130
60,256
60,820
61,383
62,510
63,637
19

61,061
61,624
61,187
63,314
63,877
64,441
65,567
66,694
20

64,118
64,681
65,245
66,372
66,935
67,498
68,625
69,752

Certificated Staff

YEAR 2

2005-06

Somerdale

Salary Guide

Step

BA

BA+15

BA+30

MA

MA+15

MA+30

MA+45

DOC

1

40,969

41,547

42,126

43,283

43,861

44,439

45,596

46,753

2

41,169

41,747

42,326

43,483

44,061

44,639

45,796

46,953

3

41,369

41,947

42,526

43,683

44,261

44,839

45,996

47,153

4

41,684

42,263

42,841

43,998

44,576

45,155

46,312

47,469
5

42,016
42,594
43,172
44,329
44,908
45,486
46,643
47,800
6

42,348
42,926
43,505
44,662
45,240
45,819
46,975
48,132
7

42,967
43,546
44,124
45,281
45,860
46,438
47,595
48,752
8

43,592
44,171
44,749
45,906
46,484
47,063
48,220
49,376
9

44,200
44,778
45,357
46,514
47,092
47,671
48,827
49,984
10

44,996
45,575
46,153
47,310
47,888
48,467
49,623
50,780
11

45,843
46,421
47,000
48,156
48,735
49,313
50,470
51,627
12

47,392
47,970
48,549
49,706
50,284
50,862
52,019
53,176
13

49,350
49,928
50,507
51,664
52,242
52,821
53,977
55,134
14

51,391
51,970
52,548
53,705
54,283
54,862
56,019
57,176
15

53,156
53,735
54,313
55,470
56,048
56,627
57,783
58,940
16

55,003
55,581
56,160
57,317
57,895
58,473
59,630
60,787
17

56,794
57,372
57,951

59,108
59,686
60,264
61,421
62,578
18

59,553
60,132
60,710
61,867
62,446
63,024
64,181
65,338
19

62,693
63,271
63,850
65,006
65,585
66,163
67,320
68,477
20

65,832
66,410
66,989
68,146
68,724
69,303
70,459
71,616

Certificated Staff

YEAR 3
2006-07 Somerdale

Salary Guide

Step

BA

BA+15

BA+30

MA

MA+15

MA+30

MA+45

DOC

1

42,234

42,828

43,422

44,611
45,205
45,800
46,989
48,177

2
42,434
43,028
43,622
44,811
45,405
46,000
47,189
48,377

3
42,634
43,228
43,822
45,011
45,605
46,200
47,389
48,577
4

42,834
43,428
44,022
45,211
45,805
46,400
47,589
48,777
5

43,174
43,768
44,363
45,552
46,146
46,740
47,989
49,118
6

42,516
44,110
44,704
45,893
46,487
47,082
48,270
49,459
7

44,152
44,746
45,341
46,530
47,124

47,718
48,907
50,096
8

44,794
45,388
45,983
47,171
47,766
48,360
49,549
50,738
9

45,419
46,013
46,607
47,796
48,390
48,985
50,174
51,362
10

46,237
46,831
47,425
48,614
49,209
49,803
50,992
52,180
11

47,107
47,701
48,295
49,484
50,078
50,673
51,862
53,050
12

48,698
49,293
49,887
51,076
51,670
52,265
53,453
54,642
13

50,711
51,305
51,899
53,088
53,682
54,277
55,466
56,654

14

52,808
53,403
53,997
55,186
55,780
56,374
57,563
58,752
15

54,622
55,216
55,810
56,999
57,593
58,188
59,377
60,565
16

56,519
57,114
57,708
58,897
59,491
60,085
61,274
62,463
17

58,360
58,954
59,548
60,737
61,332
61,926
63,115
64,303
18

61,195
61,790
62,384
63,573
64,167
64,762
65,950
67,139
19

64,421
65,016
65,610
66,799
67,393
67,987
69,176
70,365
20

67,647

68,241
68,836
70,024
70,619
71,213
72,402
73,591

Assistants

For Instructional Assistants with an Associates Degree or sixty (60) credits or more, the Board of Education will pay five hundred dollars (\$500) in addition to the base salary, not to be cumulative, but to be consecutive.

04-05 STEP CERT NON

1
11,759
10,859
2
11,959
11,059
3
12,267
11,367
4
12,690
11,790
5
13,113
12,213
6
13,536
12,636
7
13,959
13,059
8
14,382
13,482
9
14,805
13,905
10
15,235
14,335

05-06

STEP
CERT
NON

1
12,220
11,270
2
12,420
11,470
3
12,620
11,670
4
13,055
12,105
5
13,489
12,539
6
13,924
12,974
7
14,358
13,408
8
14,792
13,842
9
15,227
14,277
10
15,668
14,718

06-07
STEP
CERT
NON

1
12,839
11,839
2
13,039
12,039
3
13,239
12,239
4
13,439
12,439
5
13,885
12,885
6
14,331
13,331

7
14,778
13,778
8
15,224
14,224
9
15,670
14,670
10
16,124
15,124